

Memo to File

February 6, 2017

KDS0101 Reinforcing Steel

Buyer: Kim Scannell

The supplier, Alamo Iron Works, had requested a price increase on the previous contract MA 6200 GA130000094, for an item that was not on the contract; the request was denied by Contract Compliance and sent to the current Purchasing for review. Upon review it was determined that the item in question was one of three items that were approved by the department and previous buyer as a substitution/exception in a different unit of measure (SHEETS) on previous solicitation EAD0224. The department was not buying the items in the alternate unit of measure (SHEETS) as agreed and said they were obtaining the items as spot-buys via quotes for the needed unit of measure (ROLLS). The decision was made to re-bid and to try and obtain the required (ROLLS) to be included on the master agreement.

The buyer learned from solicitation KDS0101, three bid items, 9, 11, and 12, from the incumbent supplier, Alamo Iron Works, are produced by a different manufacturer that will not hold pricing for more than 30 days.

6 Gauge Wire Mesh (Smooth) - Grade 60, 6" x 6" x W2.9 x W2.9 (5' X 100' roll)

6 Gauge Wire Mesh (Smooth) - Grade 60, 8' x 20'

10 Gauge Wire Mesh (Smooth) - Grade 60, 8' X 20'

Before issuing the next solicitation, the Wire Mesh rolls should be researched to see if any prospective bidders can hold pricing on these items. If not, it might be best to include these as an optional item "for informational purposes only" and let bidder's know we may order small amounts of these items and would like them to bid a % discount from catalog to allow us to purchase these under the same master agreement (MA). The department has been doing spot-buys for these items. In 2013, Solicitation EAD0224 indicated that another supplier was able to bid ALL items as specified and hold pricing.

The incumbent is located in San Antonio and only bids delivery. The department (PWD) has a 20 mile limit for pick-up orders, thus Alamo Iron Works can only bid for delivery. This is why the delivery was broken out as a separate line item. However, doing so may suggest that the hauling could be sub-contracted and the historical background has been that suppliers deliver the product with their own trucks. (trucks are not specialized for these goods.)

The incumbent has held this contract for many years. When responding to the 2016 solicitation, they requested to use another BLS Producer Price Index, Final Demand Goods_WPUFD41, instead of Steel mill products_WPU1017. The request was approved by senior management.

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
VALLEN DISTRIBUTION INC. dba ALAMO DISTRIBUTION dba ALAMO IRON WORKS
("Contractor")
for
Reinforcing Steel
MA 6200 GA170000011**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Vallen Distribution Inc., dba Alamo Distribution, dba Alamo Iron Works, having offices at 943 AT&T Center Parkway, San Antonio, TX, 78219 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number IFB KDS0101.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Invitation for Bids, KDS0101 including all documents incorporated by reference
- 1.1.3 Vallen Distribution Inc., dba Alamo Distribution, dba Alamo Iron Works' Offer, dated October 17, 2016, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract. The Contract will be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) twelve (12)-month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

1.4 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$844,870 for the initial Contract term and \$325,017 for first extension option and \$357,518 for the second extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 The Economic Price Adjustment to be used is the Bureau of Labor Statistics (BLS) Producer Price Index, Final Demand Goods, Series ID WPUFD41.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

VALLEN DISTRIBUTION INC, dba ALAMO DISTRIBUTION dba ALAMO IRON WORKS

CITY OF AUSTIN

Wayne Dennis
Printed Name of Authorized Person

Kimberley Scannell
Printed Name of Authorized Person

Wayne Dennis
Signature

Kim Scannell
Signature

Diversity Coordinator
Title:

Buyer II Procurement Specialist II
Title:

March 21 2017
Date:

3/22/2017
Date:

APPROVED BY

Erin D'Vincent
Printed Name of Authorized Person

Erin D'Vincent
Signature

Procurement Senior Buyer Specialist IV
Title:

3-22-17
Date:



CITY OF AUSTIN, TEXAS
Purchasing Office
INVITATION FOR BID (IFB)
OFFER SHEET

SOLICITATION NO: 6200 KDS0101

COMMODITY/SERVICE DESCRIPTION: Reinforcing Steel (Rebar and Wire Mesh)

DATE ISSUED: September 26, 2016

PRE-BID CONFERENCE TIME AND DATE: N/A

REQUISITION NO.: RQM 16080300614

LOCATION: N/A

COMMODITY CODE: 57076

BID DUE PRIOR TO: October 18, 2016, 2:00 PM

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT THE FOLLOWING AUTHORIZED CONTACT PERSON:

BID OPENING TIME AND DATE: October 18, 2016, 2:15 PM

Kim Scannell

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
 RM 308, AUSTIN, TEXAS 78701

Buyer II

Phone: (512) 974-2261

E-Mail: kimberley.scannell@austintexas.gov

LIVE BID OPENING ONLINE:

For information on how to attend the Bid Opening online, please select this link:

Sandy Wirtanen

Phone: (512) 974-7711

E-Mail: sandy.wirtanen@austintexas.gov

<http://www.austintexas.gov/departments/bid-opening-webinars>

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below:

Address for US Mail (Only)	Address for Fedex, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # 6200 KDS0101	Purchasing Office-Response Enclosed for Solicitation # 6200 KDS0101
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

The Vendor agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (flash/USB drive) OF YOUR RESPONSE
*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	6
0500	SPECIFICATION	1
0600	BID SHEET – Must be completed and returned with Offer	2
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete & return	2
0700	REFERENCE SHEET – Complete and return if required	1
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0835	NONRESIDENT BIDDER PROVISIONS – Complete & return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
ATTACHMENT 1	DRAWING 406S-1	1
ATTACHMENT 2	DRAWING 430S-3	1
ATTACHMENT 3	DRAWING 432S-1	3

*** Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the * Sections are available on the Internet at the following online address:**

http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8th Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

INTERESTED PARTIES DISCLOSURE

In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: ALAMO DISTRIBUTION, LLC dba ALAMO IRON WORKS

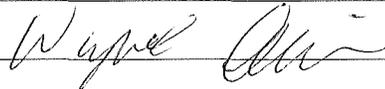
Company Address: 943 AT&T CENTER PKWY.

City, State, Zip: SAN ANTONIO, TX 78219

Federal Tax ID No. [REDACTED]

Printed Name of Officer or Authorized Representative: WAYNE DENNIS

Title: DIVERSITY COORDINATOR

Signature of Officer or Authorized Representative: 

Date: OCT. 17, 2016

Email Address: WDENNIS@AIWNET.COM

Phone Number: 210-704-8272

*** Completed Bid Sheet, section 0600 must be submitted with this Offer Sheet to be considered for award**

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
REINFORCING STEEL (REBAR/WIRE MESH)
INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101

The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by no later than one week prior to solicitation dues date. Requests may be emailed to sandy.wirtanen@austintexas.gov.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award.
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
REINFORCING STEEL (REBAR/WIRE MESH)
INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101

- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
- (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverageThe City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If shipment is made by common carrier, insurance is not required. The Contractor shall provide confirmation with price sheet if a common carrier will be used.

3. **TERM OF CONTRACT:**

- A. The Contract shall be in effect for an initial term of thirty-six (36) months and may be extended thereafter for up to two (2) additional twelve (12)-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

- 4. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

- 5. **DELIVERY REQUIREMENTS:** Delivery shall be made to locations specified at time of order. Additional locations may be added. Primary delivery locations will be:

Harold Court, (EAST) 6301 Harold Court, Austin, Texas 78721

Kramer Yard (NORTH) 2412-B Kramer Lane, Austin, Texas 78758

St. Elmo Yard (SOUTH) 4411-A Meinardus, Austin, Texas 78744

Dalton Yard (EAST) 901 Dalton Lane, Austin, Texas 78742

**CITY OF AUSTIN
 SUPPLEMENTAL PURCHASE PROVISIONS
 REINFORCING STEEL (REBAR/WIRE MESH)
 INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101**

- A. Delivery is to be made within two (2) calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification from the City.
- C. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).
- E. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.

6. PICK-UP ORDERS:

- A. The vendor shall have material available within one (1) working day for pick-up orders.
- B. The vendor shall make the material available for delivery/pickup during the following normal working hours and days: 7:30 am to 4:30 pm, Monday through Friday.
- C. Pickup of materials will be made only if vendor is within 20 miles of the City of Austin limits.
- D. Tickets shall be provided at time of delivery/pickup and shall include: Date, Quantity and Item Description.

7. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a description of items, quantities, unit price, total price, a unique invoice number, invoice date, and purchase order number. Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Public Works – Street and Bridge Operations
Attn:	Accounts Payable
Address	4411-A Meinardus Drive
City, State Zip Code	Austin, TX 78744

- B. The Contractor agrees to accept payment by credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

8. RESTOCKING FEES:

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an

CITY OF AUSTIN
SUPPLEMENTAL PURCHASE PROVISIONS
REINFORCING STEEL (REBAR/WIRE MESH)
INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101

annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

10. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. ~~The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed ten percent (10%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.~~
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. ~~**Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard than that index may be selected.~~
 - i. The following definitions apply:
 - (1) ~~----~~ **Base Period:** Month and year of the original contracted price (the solicitation close date).

CITY OF AUSTIN
 SUPPLEMENTAL PURCHASE PROVISIONS
 REINFORCING STEEL (REBAR/WIRE MESH)
 INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101

- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
 ii. **Adjusted Prices Review:** If an adjustment request received will be reviewed and compared to changes in the indexes identified below, where applicable:
 (1) Utilize final Compilation data instead of Preliminary data
 (2) If the referenced index is no longer available shift up to the next higher category index.
 iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100% for commodity items.	
Database Name: Bureau of Labor Statistics – Producer Price Index - Commodities	
Series ID: WPU1017	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Group: Metals and metal products, Non-ferrous steel mill products	
This Index shall apply to the following items of the Bid Sheet / Cost Proposal: Items 1 – 12.	

Weight % or \$ of Base Price: 100% for items that are delivered by the vendor to the COA	
Database Name: Bureau of Labor Statistics – Producer Price Index - Industry	
Series ID: PCU 484	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: N/A	
Description of Series ID: Group: Truck Transportation	
This Index shall apply to the following item of the Bid Sheet / Cost Proposal: Item 13 – Delivery Charge.	

E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals the Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date

CITY OF AUSTIN
 SUPPLEMENTAL PURCHASE PROVISIONS
 REINFORCING STEEL (REBAR/WIRE MESH)
 INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101

Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

WMA
NOT APPLICABLE

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
11. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
12. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Brenda Jimenez (or Lisa Escobedo)

Street and Bridge Operations

4411-A Meinardus Drive, Austin TX 78744

Phone: 512-974-7955 or 512-974-8758; Fax: 512-974-8760

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

**CITY OF AUSTIN
SCOPE OF WORK
REINFORCING STEEL (REBAR/WIRE MESH)
INVITATION FOR BID SOLICITATION NUMBER: 6200 KDS0101**

1.0 PURPOSE

This specification covers the requirements for reinforcing steel (rebar and wire mesh) used by the Street and Bridge Operations of the Public Works Department for steel reinforcement used in concrete structures on the streets of Austin.

2.0 APPLICABLE SPECIFICATIONS

2.1 The reinforcing steel shall meet the specifications as set forth in the City of Austin "Standard Specifications: Item No. 406S for Reinforcing Steel, dated 09-26-12 or latest revision. Standard specification may be found under City Codes at url: [Standard Specifications Manual](#) , then click on Series 400. Please note, sections 406S.6 and 406S.8 are not applicable.

3.0 MATERIAL REQUIREMENTS

- 3.1 The reinforced steel provided by the vendor shall be subject to standard laboratory tests by the City of Austin's contracted testing laboratory. Material that does not meet the specification requirements shall be rejected by the City and no payment will be made. Any material that fails to meet the specification shall be replaced or corrected to meet specification at no charge to the City of Austin.
- 3.2 The reinforced steel is subject to approval for City use by the Materials Engineer of the Engineering Services Division of the Public Works Department.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	ALAMO DISTRIBUTION, LLC dba ALAMO IRON WORKS	
Physical Address	943 AT&T CENTER PKWY., SAN ANTONIO, TX 78219	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NOT APPLICABLE	
Physical Address	NOT APPLICABLE	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	NOT APPLICABLE	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

Section 0700: Reference Sheet

Responding Company Name _____

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name CITY OF AUSTI9N
Name and Title of Contact MICHAEL ROCHE, CONTRACT MANAGER
Project Name _____
Present Address 2412 KRAMER LANE, BLDG. C
City, State, Zip Code AUSTIN, TX 78758
Telephone Number (512-322-6161 Fax Number (512-322-6375
Email Address Michael.Roche@austinenergy.com

2. Company's Name KBS ELECTRICAL DISTRIBUTORS INC.
Name and Title of Contact MATT MCGUIRE, SALES
Project Name _____
Present Address 504 EAST ST. ELMO, AUSTIN, TX
City, State, Zip Code AUSTIN, TX 78745
Telephone Number (512-557-6721 Fax Number (512-416-6064
Email Address mmcguire@kbselectric.com

3. Company's Name KEITH ZARS POOLS, INC
Name and Title of Contact MARY HERNANDEZ, SALES
Project Name _____
Present Address 17427 SAN PEDRO
City, State, Zip Code SAN ANTONIO, TX 78231
Telephone Number (210-494-8305 Fax Number (512-496-6559
Email Address _____

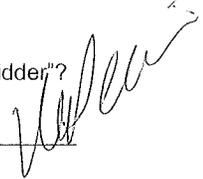
Section 0835: Non-Resident Bidder Provisions

Company Name ALAMO DISTRIBUTION, LLC dba ALAMO IRON WORKS

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: RESIDENT BIDDER



- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

NOT APPLICABLE

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: NOT APPLICABLE

Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form

SOLICITATION NUMBER:	KDS0101
PROJECT NAME:	Reinforcing Steel (Rebar and Wire Mesh)

The City of Austin has determined that no goals are appropriate for this project. Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

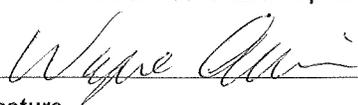
If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

Yes _____ If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.	
ALAMO DISTRIBUTION, LLD dba ALAMO IRON WORKS	
Company Name	
WAYNE DENNIS, DIVERSITY COORDINATOR	
Name and Title of Authorized Representative (Print or Type)	
	OCT. 17, 2016
Signature	Date

Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan
 (Please duplicate as needed)

SOLICITATION NUMBER:	KDS0101
PROJECT NAME:	Reinforcing Steel (Rebar and Wire Mesh)

PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant			
Address	NOT APPLICABLE		
City, State Zip			
Phone Number		Fax Number	
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/>	No <input type="checkbox"/>	MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

WAYNE DENNIS, DIVERSITY COORDINATOR

Name and Title of Authorized Representative (Print or Type)

OCT. 17, 2016

Signature

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	NOT APPLICABLE
Amount of Subcontract	\$
List commodity codes & description of services	

Sub-Contractor / Sub-Consultant	
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified
Vendor ID Code	
Contact Person	NOT APPLICABLE
Amount of Subcontract	\$
List commodity codes & description of services	

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

CITY OF AUSTIN
 BID SHEET
 INVITATION FOR BID SOLICITATION NUMBER 6200 KDS0101
 Reinforcing Steel (Rebar/wire mesh)
 Due Date/Time: October 18, 2016 2:00 PM

Date Advertised/Issued: September 26, 2016

Buyer: Kim Scannell

Special Instructions: Be advised that exceptions taken or qualifying statements made to any portion of the solicitations may jeopardize acceptance of the bid and may result in disqualification of the bid.

A bid of '0' (zero) will be interpreted by the City as a no-charge (free) item and the City will not expect to pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. Failure to respond to each section of this bid sheet may result in disqualification of your bid. All fields must contain a response.

The quantities noted below are annual estimates and not a guarantee of actual volume. The City does not guarantee the purchase of the quantities listed. Quantities are provided as a guide based on historical usage. Actual purchases may be more or less.

The City of Austin may choose to pick up materials as needed and will only pick-up materials if the vendor location is within 20 miles of 901 Dalton Lane, Austin, TX 78742.

Note: Unit prices must be submitted with no more than two (2) decimal places

ITEM	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	PRICE PER POUND (Unit price per UOM specified must be bid)	UNIT PRICE	EXTENDED
1	#3 (3/8") Round Deformed Bar - Grade 60 - 20 Foot Length ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	25,000	Linear Ft.	Lineal Foot	\$ 0.15	\$ 3,750.00
2	#4 (1/2") Round Deformed Bar - Grade 60- 20 Foot Length ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	100,000	Linear Ft.	Lineal Foot	\$ 0.26	\$ 26,000.00
3	#5 (5/8") Round Deformed Bar - Grade 60- 20 Foot Length ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	100,000	Linear Ft.	Lineal Foot	\$ 0.42	\$ 42,000.00
4	#6 (3/4") Round Deformed Bar - Grade 60- 20 Foot Length ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	25,000	Linear Ft.	Lineal Foot	\$ 0.62	\$ 15,500.00
5	#4 (1/2") Corner Bar - Grade 60 - 2 Foot x 2 Foot ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	5,000	Linear Ft.	Lineal Foot	\$ 0.29	\$ 1,450.00
6	#6 (3/4") Corner Bar - Grade 60 - 2 Foot x 2 Foot ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 406S-1***	5,000	Linear Ft.	Lineal Foot	\$ 0.70	\$ 3,500.00

CITY OF AUSTIN
 BID SHEET
 INVITATION FOR BID SOLICITATION NUMBER 6200 KDS0101
 Reinforcing Steel (Rebar/wire mesh)
 Due Date/Time: October 18, 2016 2:00 PM

ITEM	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	PRICE PER POUND (Unit price per UOM specified must be bid)	UNIT PRICE	EXTENDED
7	#4 (1/2") Dowels (Smooth) - Grade 60, 24" length only ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 430S-3***	40,000	Linear Ft.	Price Per Pound	\$ 0.42	\$ 16,800.00
8	#6 (3/4") Dowels (Smooth) - Grade 60, 24" length only ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 430S-3***	10,000	Linear Ft.	Lineal Foot	\$ 0.80	\$ 8,000.00
9	6 Gauge Wire Mesh (Smooth) - Grade 60, 6" x 6" x W2.9 x W2.9 (5' X 100' roll) ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 432S-1***	300	Roll	PRICE ON APPLICATION*		\$ -
10	10 Gauge Wire Mesh (Smooth) - Grade 60, 6" x 6" x W1.4 x W1.4 (5' X 150' roll) ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 432S-1***	2,000	Roll	ROLL	\$ 75.50	\$ 151,000.00
11	6 Gauge Wire Mesh (Smooth) - Grade 60, 8' x 20' ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 432S-1***	150	Sheet	PRICE ON APPLICATION*		\$ -
12	10 Gauge Wire Mesh (Smooth) - Grade 60, 8' X 20' ***All Offers must meet or exceed all requirements of Specification 406S and Drawing 432S-1***	300	Sheet	PRICE ON APPLICATION*		\$ -
13	Delivery charge (multiple locations as listed in the solicitation).	1	Each	WAIVED		
TOTAL EXTENDED PRICE:					\$	268,000.00

Additional Services or Products (PRICING FOR THIS SECTION WILL NOT BE USED TO DETERMINE AWARD).

Please provide any other services or products related to this Scope you will provide the City and the price you would charge the City for those additional services and products. This information will not be used in the evaluation of the bid and is for informational purposes only and there is no guarantee of purchase. Include additional pages of offered products if necessary.

ITEM	DESCRIPTION OF OTHER SERVICES OR PRODUCTS	PRICE	UNIT OF MEASURE
14	Percentage discount off catalogue/price list of other items: Indicate the discount from Manufacturer's Suggested Retail Price.	%	Discount from MSRP



CITY OF AUSTIN
 BID SHEET
 INVITATION FOR BID SOLICITATION NUMBER 6200 KDS0101
 Reinforcing Steel (Rebar/wire mesh)
 Due Date/Time: October 18, 2016 2:00 PM

ITEM	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT OF MEASURE	PRICE PER POUND <i>(Unit price per UOM specified must be bid)</i>	UNIT PRICE	EXTENDED
15						
16						

A handwritten signature in black ink, appearing to be 'W. Miller', is located in the lower right quadrant of the page.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2017-164715

Date Filed:
 02/09/2017

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Alamo Distribution, LLC dba Alamo Iron Works
 San Antonio, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

The City of Austin

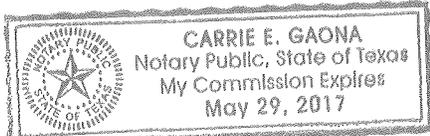
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

MA 6200 GA170000011
 Reinforcing Steel

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Wayne Dennis
 Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Wayne T. Dennis, this the 9th day of Feb, 2017, to certify which, witness my hand and seal of office.

Carrie E. Gaona CARRIE E. GAONA Administrative Asst.
 Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath